Not For Legal Use

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SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Not For Legal Use

Type of Instrument: MORTGAGE/MMM
Number of Pages: 13
Receipt Number : 07-0041356
MORTGAGE NUMBER: CY008184

Recorded: 04/27/2007
At: 09:31:43 AM

LIBER: M00021524
PAGE: 912

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District:	Section:	Block:	Lot:
0900	013.00	01.00	072.010

EXAMINED AND CHARGED AS FOLLOWS

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Mortgage Amount: $300,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	$39.00	NO	Handling	$5.00	NO
COE	$5.00	NO	NYS SRCHG	$15.00	NO
Affidavit	$0.00	NO	Cert.Copies	$0.00	NO
RPT	$30.00	NO	SCTM	$0.00	NO
Mort.Basic	$1,500.00	NO	Mort.Addl	$870.00	NO
Mort.SplAddl	$0.00	NO	Mort.SplAsst	$750.00	NO
			Fees Paid	$3,214.00	

MORTGAGE NUMBER: CY008184

THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Judith A. Pascale
County Clerk, Suffolk County

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TP-010 (2/00)

1

Number of pages 13

TORRENS

Serial # _ ___ _____ _____

Certificate #

Prior Ctf. #_____

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3

RECORDED
2007 Apr 27 09:31:43 AM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L M00021524
P 912
CY008184

Deed / Mortgage Instrument | **Deed / Mortgage Tax Stamp** | **Recording / Filing Stamps**

4 **FEES**

Page / Filing Fee 39

Handling

TP-584 ____ ___

Notation ____ ___

EA-52 17 (County) ____ ___ Sub Total 14

EA-5217 (State) ____ ___

R.P.T.S.A. 30

Comm. of Ed. 20

Affidavit ____ ___

Certified Copy ____ ___

Reg. Copy ____ ___ Sub Total 50

Other 15 GRAND TOTAL 94.-

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SUFFOLK COUNTY SEAL • NEW YORK •

Mortgage Amt. 300,000.-

1. Basic Tax ____ ___

2. Additional Tax ____ ___

Sub Total ____ ___

Spec./Assit.
Or
Spec./Add. ____ ___

TOT. MTG. TAX 3120 —

Dual Town ____ Dual County ___

Held for Apportionment ____

Transfer Tax ____ ___

Mansion Tax ____ ___

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES ✓ or ____ NO

If NO, see appropriate tax clause on page # ____ of this instrument.

5 0900 01300 0100 072010

Stamp P T S R RSK A 20-APR-07

Date

Initials

6 **Community Preservation Fund**

Consideration Amount $

CPF Tax Due $

Improved ____

Vacant Land ____

TD ____

TD ____

TD ____

7 **Satisfactions/Discharges/Releases List Property Owners Mailing Address**

RECORD & RETURN TO:

United Mortgage Corp
800 Veterans Memorial Highway
Hauppauge NY 11788

8 **Title Company Information**

Co. Name Grant Abstract

Title # 07-84

9 **SUFFOLK COUNTY RECORDING & ENDORSEMENT PAGE**

This page forms part of the attached Mortgage (SPECIFY TYPE OF INSTRUMENT) made by:

United Mortgage Corp To Brian Mehling

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

In the Township of Bridgehampton

In the VILLAGE or HAMLET of South Hampton

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(OVER)

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Dear Taxpayer,

Your satisfaction of mortgage has been filed in my office and I am enclosing the original copy for your records.

Not For Legal Use

In addition, if your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax bills.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

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Please contact your local Town Tax Receiver with any questions regarding property tax payment.

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Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, NY 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
250 East Main Street
Port Jefferson, NY 11777
(631) 473-0236

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, NY 11937
(631) 324-2770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, NY 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, NY 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, NY 11901
(631) 727-3200

Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, NY 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, NY 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, NY 11968
(631) 283-6514

Southold Town Receiver of Taxes
53095 Main Road
Southold, NY 11971
(631) 765-1803

Sincerely,

Edward P. Ramaine
Suffolk County Clerk

dw
2/99

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RECORD AND RETURN TO:

UNITED MORTGAGE CORP.
800 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, NEW YORK 11788

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[Space Above This Line For Recording Data]

MORTGAGE

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WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage." This document, which is dated **March 30, 2007**, will be called the " Mortgage".

(B) "Borrower". [illegible] 28 Gingerbread Lane Bridgehampton NY 11932.

will sometimes will be called "Borrower" and sometimes simply "I."

(C) "Lender".

[illegible] CORP.

will be called "Lender". Lender is a corporation or association which was formed and which exists under the laws of **THE STATE OF NEW YORK**.

Lender's address is 800 VETERANS MEMORIAL HIGHWAY, HAUPPAUGE, NEW YORK 11788

(D) "Note". The junior lien note signed by Borrower and dated **March 30, 2007**, and extensions and renewals of that note, will be called the "Note." The Note shows that I owe Lender U.S. $ **300,000.00** plus interest, which I have promised to pay in full by **May 01, 2022**

(E) "Property". The property that is described below in the section titled "Description of the Property", will be called the "Property".

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I do not:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my promises and agreements under this Mortgage.

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With respect to the amounts that I owe under the Note and under this Mortgage, I waive the benefit of the right which is known as the "homestead exemption." A homestead exemption is a property owner's right to keep a portion of his property (usually up to a certain dollar amount) free from the claims of creditors. My waiver of this right means that the Lender may exercise all of its rights under this Mortgage as if I were not entitled, under law, to the benefits of a homestead exemption.

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DESCRIPTION OF THE PROPERTY

I give Lender rights in the following Property:

(A) The Property which is located at **28-78 NOYACK ROAD**
[Street]

Bridgehampton [City] **NY** **11932** [State and Zip Code] . This Property is in

Suffolk County in the State of New York. It has the following legal description:

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Not For Legal Use

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(B) All buildings, structures and other improvements that are located on the Property described in paragraph (A) of this section;

(C) All rights in other property that I have as owner of the Property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property";

(D) All rights or royalties from the Property described in paragraph (A) of this section;

(E) All of the Property described in paragraphs (B) through (D) of this section that I acquire in the future, and all rights described in paragraphs (B) through (D) of this section that I acquire in the future.

It may be that I do not own the property but am a tenant under a lease. In that case, the rights I am giving to Lender by this Mortgage are rights in my tenancy.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property other than claims and charges of record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because, as a result of something I have done someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

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Grant Abstract Inc.

as authorized agent for:

Old Republic National Title Insurance Company

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Schedule A Description

Title Number **GRANT07-84**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT NOYACK, IN THE TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS;

Not For Legal Use

BEGINNING AT A POINT WHICH IS DISTANT THE FOLLOWING TWO COURSES AND DISTANCES FROM THE WESTERLY END OF A CURVE HAVING A RADIUS OF 12.75 FEET AND A LENGTH OF 21.26 FEET AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF MILLSTONE ROAD WITH THE SOUTHERLY SIDE OF NOYACK ROAD;

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1. SOUTH 82 DEGREES 01 MINUTES 20 SECONDS WEST 277.29 FEET ALONG THE SOUTHERLY SIDE OF NOYACK ROAD;

Not For Legal Use

2. NORTH 87 DEGREES 25 MINUTES 10 SECONDS WEST 214.54 FEET ALONG THE SOUTHERLY SIDE OF NOYACK ROAD TO THE TRUE POINT OR PLACE OF BEGINNING.

THENCE ALONG THE SOUTHERLY SIDE OF NOYACK ROAD NORTH 87 DEGREES 25 MINUTES 10 SECONDS WEST 170 FEET TO THE LAND NOW OR FORMERLY OF ANDREW G. OLIPHANT;

THENCE ALONG SAID OLIPHANT SOUTH 2 DEGREES 34 MINUTES 50 SECONDS WEST 435.00 FEET;

THENCE SOUTH 2 DEGREES 34 MINUTES 50 SECONDS WEST 120.74 FEET ALONG THE LAND TO BE CONVEYED TO THE COMMUNITY BIBLE CHURCH INC.

THENCE ALONG THE LAND OF CARL LELLA NORTH 84 DEGREES 07 MINUTES 20 SECONDS EAST 29.63 FEET;

1. NORTH 75 DEGREES 14 MINUTES 53 SECONDS EAST 147.38 FEET;

2. NORTH 2 DEGREES 34 MINUTES 50 SECONDS EAST 507.48 FEET TO

THE TRUE POINT OR PLACE OF BEGINNING.

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UNIFORM PROMISES

I promise and I agree with Lender as follows:

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1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due principal and interest under the Note and late charges as stated in the Note.

2. AGREEMENTS ABOUT MONTHLY PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligation to Make Monthly Payments to Lender for Taxes and Insurance

I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender (i) unless Lender tells me, in writing, that I do not have to do so or (ii) unless the law requires otherwise. Also, I will not have to pay to Lender any amount for which I am already making monthly payments to the holder of any superior mortgage or deed of trust, if it is a savings or banking institution. I will make those payments on the dates that my monthly payments of principal and interest are due under the Note.

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The amount of each of my payments under this Paragraph 2 will be the sum of the following:

(i) One-twelfth of the estimated yearly taxes, assessments (including condominium and planned unit development assessments, if any) and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus

(ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

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Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.")

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The amounts that I pay to Lender for taxes and insurance under this Paragraph 2 will be called the "Funds." The Funds are additional protection for Lender in case I do not fulfill my obligations under the Note and under this Mortgage.

(B) Lender's Obligations Concerning Borrower's Monthly Payments for Taxes and Insurance

Lender will keep the Funds in a savings or banking institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payment of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Mortgage, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

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When I have paid all of the amounts due under the Note and under this Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under Paragraph 20 below, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under this Mortgage.

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3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

(A) First, to pay the amounts then due to Lender under Paragraph 2 above;
(B) Next, to pay interest then due under the Note; and
(C) Next, to pay principal then due under the Note.

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4. BORROWER'S OBLIGATION TO PAY PRIOR MORTGAGES, CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will keep all promises that I have made in any superior mortgage or deed of trust, including my promises to make payments when due. I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will see that any claim, demand or charge that is made against the Property because an obligation has not been fulfilled (known as a "lien") is promptly paid or satisfied if the lien may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property.

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5. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

I will obtain hazard insurance to cover all buildings, structures and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender.

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I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals, subject to the terms of any superior mortgage or deed of trust.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed, or if it is not mailed, on the date the notice is delivered.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE AND CONDOMINIUM AND PUD DOCUMENTS

I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. If the Property is a unit in a condominium or in a planned unit development, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the condominium or the planned unit development.

7. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is

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necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions.

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I will pay to Lender all amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 7, Lender does not have to do so.

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8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. However, before one of those inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.

9. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

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A taking of property by any governmental authority by eminent domain is known as "condemnation". I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender, subject to the terms of any superior mortgage or deed of trust.

10. BORROWER'S OBLIGATIONS TO PAY MORTGAGE INSURANCE PREMIUMS

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If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay premiums in the manner described in Paragraph 2 above.

11. CONTINUATION OF BORROWER'S OBLIGATIONS

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

12. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right, under Paragraph 20 below, to demand that I make Immediate Payment In Full (see Paragraph 20 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Mortgage.

13. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

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14. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Subject to the terms of Paragraph 19 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Mortgage. (In this Mortgage, the word "person" means any person, organization, governmental authority or any other party.)

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments that are due under the Note or under this Mortgage. Any person signing this Mortgage but not signing the Note also agrees (i) that Lender may allow any other Borrower to delay or to change payments due under the Note or under this Mortgage and (ii) that Lender may make other accommodations under the Note or under this Mortgage. Lender may do this without obtaining anyone's consent and without modifying the effect of this Mortgage.

15. AGREEMENT ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE

Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it by certified mail addressed to me at the address stated in the section above titled "Description Of The Property". A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it by certified mail to Lender's address stated in paragraph (C) of the section above titled "Words Used Often In This Document". A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 15.

16. LAW THAT GOVERNS THIS MORTGAGE

The state and local law that applies in the place that the Property is located will govern this Mortgage. This will not limit Federal law that applies to this Mortgage. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

As used in this Mortgage, the words "costs", "expenses" and "attorneys' fees" include all amounts not prohibited by applicable law or limited in this Mortgage.

17. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE

I will be given copies of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

18. REHABILITATION LOAN AGREEMENT

I will comply with all of the terms and conditions of any home rehabilitation, improvement, repair, modernization, remodeling or similar loan agreement I have with Lender. If Lender requests it, I will sign and give to Lender an assignment of any rights or claims I might have against persons who supply labor, materials or services in connection with improving the Property. This assignment will be in a form acceptable to Lender.

19. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Lender may require immediate payment in full of all sums secured by this Mortgage if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by Federal law on the date of this Mortgage.

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If Lender requires immediate payment in full under this Paragraph 19, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Mortgage without giving me any further notice or demand for payment.

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NON-UNIFORM PROMISES

I also promise and agree with Lender as follows:

20. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If all of the conditions stated subparagraphs (A), (B) and (C) of this Paragraph 20 are satisfied, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full".

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If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale". If the proceeds of this sale are insufficient to repay Lender the amounts due to Lender from me under the Note and under this Mortgage, Lender may obtain a court judgment against me personally for the difference between all amounts due from me under the Note and this Mortgage and the sale proceeds. In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and expenses of the foreclosure and sale allowed by law.

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Lender may require Immediate Payment in Full under this Paragraph 20 only if all of the following conditions are satisfied:

Not For Legal Use

(A) I fail to keep any promise or agreement made in this Mortgage, including the promises to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Lender gives to me, in the manner described in Paragraph 15 above, a notice that states:

- **(i) The promise or agreement that I failed to keep;**
- **(ii) The action that I must take to correct that failure;**
- **(iii) A date by which I must correct the failure. That date must be at least 10 days from the date on which the notice is mailed to me;**
- **(iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;**
- **(v) That if I meet the conditions stated in Paragraph 21 below, I will have the right to have any lawsuit for foreclosure and sale discontinued and to have the Note and this Mortgage remain in full force and effect as if Immediate Payment In Full had never been required; and**
- **(vi) That I have the right in any lawsuit for foreclosure and sale to argue that I did not fail to keep any of my promises or agreements under the Note or under this Mortgage, and to present any other defenses that I may have; and**

(C) I do not correct the failure stated in the notice from Lender by the date stated in that notice.

21. BORROWER'S RIGHT TO HAVE LENDER'S LAWSUIT FOR FORECLOSURE AND SALE DISCONTINUED

Even if Lender has required Immediate Payment In Full, I may have the right to have discontinued any lawsuit brought by Lender for foreclosure and sale or for other enforcement of this Mortgage. I will have this right at any time before a judgment has been entered enforcing this Mortgage if I meet the following conditions:

(A) I pay to Lender the full amount that would have been due under this Mortgage and the Note if Lender had not required Immediate Payment In Full; and

(B) I correct my failure to keep any of my other promises or agreements made in this Mortgage; and

(C) I pay all of Lender's reasonable expenses in enforcing this Mortgage including, for example, reasonable attorneys' fees; and

(D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Mortgage, and my obligations under the Note and under this Mortgage continue unchanged.

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If all of the conditions in this Paragraph 21 are fulfilled, then the Note and this Mortgage will remain in full force and effect as if Immediate Payment In Full had never been required.

22. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY

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As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until Lender requires Immediate Payment In Full under Paragraphs 19 or 20 above, or until I abandon the Property, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone other than the holder of the Superior Mortgage, and I will not do so without Lender's consent in writing. If Lender requires Immediate Payment In Full under Paragraphs 19 or 20 above, or if I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 22, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

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If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to be a tenant on the Property.

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All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 22, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees, and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

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23. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL

When Lender has been paid all amounts due under the Note and under this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Mortgage, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

24. AGREEMENTS ABOUT NEW YORK LIEN LAW

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Mortgage is recorded in the proper official records, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, I will: (A) hold all amounts which I receive and which I have a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for that construction or the work before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" means that I have a special responsibility under the law to use the amounts in the manner described in this Paragraph 24.

GREATLAND ■
To Order Call: 1-800-530-9393 ☐Fax 616-791-1131

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OCCUPANCY RIDER

This OCCUPANCY RIDER is made this thirtieth day of March, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

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UNITED MORTGAGE CORP.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

28-78 NOYACK ROAD, BRIDGE HAMPTON, NY 11932
[Property Address]

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OCCUPANCY AGREEMENTS. In addition to the covenants agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

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1. Borrower acknowledges that the lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary residence. Lender makes non-primary residence loans on different terms.

2. The Borrower desires Lender to make this loan to Borrower.

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3. Borrower promised and assures Lender that Borrower intends to occupy this property as Borrower's primary residence and that Borrower will so occupy this property as its sole primary residence within sixty (60) days after the date of the Security Instrument.

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4. If Borrower breaches this promise to occupy the property as Borrower's primary residence, then Lender may invoke any of following remedies, in addition to the remedies provided in the Security Instrument:

A. Power of Sale
B. Decrease the term of the loan and adjust the monthly payments under the note accordingly;
C. Increase the interest rate and adjust the monthly payments accordingly;
D. Require that the principal balance be reduced to 80% of the lesser of the original purchase price of the appraised value.

CONFLICTING PROVISIONS. Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of the Rider will control.

TERMINATION OF AGREEMENT. The provisions of the Rider shall terminate and end upon the sale and purchase of the Note secured by this property to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the Security Instrument is assigned to another lender, this Rider may, at the option of the assignee, be terminated.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions of this Occupancy Rider.

BRIAN MEHLING

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BALLOON RIDER

THIS BALLON RIDER is made this 30th day of March 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

UNITED MORTGAGE CORP,
NEW YORK CORPORATION

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

28-78 Noyack Road, Bridge Hampton, New York 11932
[Property Address]

The interest rate is called the "Note Rate." The date of the Note is called the "Note Date." I understand Lender may transfer the Note, Security Instrument and this Rider. Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Agreement, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. **THE TERM OF THE LOAN IS 15 YEARS**

This loan is payable in full at the Maturity Date of the Note and Security Agreement (the "Maturity Date"). I must repay the entire principal balance of the loan and unpaid interest then due. I understand that Lender is under no obligation to refinance the loan at that time. I will, therefore, be required to make payment out of other assets that I may own, or I will have to find a Lender, which may be the Lender I have this loan with, willing to lend me the money. If I refinance this loan at Maturity, I may be charged a new interest rate at the then prevailing market rates and such rates may be higher than the interest on this loan and I may have to pay some or all of the closing costs normally associated with a new loan even if I obtain refinancing from the same Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Borrower BRIAN MEHLING

Borrower

Borrower

Borrower

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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Borrower and Lender request the holder of any superior mortgage or deed of trust to notify Lender in writing at Lender's address on page 1 of this Mortgage, if the Borrower is required to make "Immediate Payment in Full" and if there is "foreclosure and sale" under that superior mortgage or deed of trust.

IN WITNESS WHEREOF, Borrower has executed and acknowledges receipt of pages 1 through 9 of this Mortgage, with Occupancy Rider and Balloon Rider.

BRIAN MEHLING (Seal) -Borrower

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(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Witness: MICHAEL TAYLOR

Not For Legal Use

Witness:

State of New York / New Jersey)

Not For Legal Use

County of Bergen)

On the 30 day of March in the year 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Mehling,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MICHAEL TAYLOR
Notary Public

MICHAEL TAYLOR
NOTARY PUBLIC
STATE OF NEW JERSEY
COMM. ID 2342527
MY COMMISSION EXPIRES MARCH 27, 2011

MICHAEL TAYLOR NOTARY PUBLIC NEW JERSEY

GREATLAND
To Order Call: 1-800-530-9393 Fax 616-791-1131